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Association

1988-89 GLOUCESTER COUNTY PROBATION OFFICERS' COLLECTIVE AGREEMENT

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1988-89 Gloucester County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement is entered into this 14th day of June, 1988 by and between the Assignment Judge of the Superior Court of Gloucester County, New Jersey, (hereinafter referred to as the "Judge") and the Gloucester County Probation Officers' Association, (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of only the Senior Probation Officers and Probation Officers of the Gloucester County Probation Department, (hereinafter referred to collectively as "probation officers") to negotiate matters relating to salaries and terms and conditions of employment.

ARTICLE III - Salaries

Section 1

Effective January 1, 1988, and retroactive to that date, salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$17,680	\$30,000
Senior Probation Officer	\$19,760	\$39,520

Section 2

Effective January 1, 1988, and retroactive to that date, each probation officer shall receive a four percent (4%) increase to his/her December 31, 1987 salary.

Section 3

Effective July 1, 1988, salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$18,100	\$31,000
Senior Probation Officer	\$21,000	\$40,470

Section 4

Effective July 1, 1988, all probation officers hired during 1988 shall receive the new starting salary. Effective July 1, 1988, all other probation officers shall receive a two and a half percent (2.5%) increase to his/her December 31, 1987 base salary in addition to the increase stated in Section 2 above.

Section 5

Effective July 2, 1988, each probation officer hired between January 1, 1987 and December 31, 1987 shall receive two hundred dollars (\$200) added to his/her July 1, 1988 base salary.

Effective July 2, 1988, each probation officer hired between January 1, 1985 and December 31, 1986 shall receive three hundred dollars (\$300) added to his/her July 1, 1988 base salary.

Effective July 2, 1988, each probation officer hired between January 1, 1980 and December 31, 1984 shall receive four hundred dollars (\$400) added to his/her July 1, 1988 base salary.

Effective July 2, 1988, each probation officer hired prior to January 1, 1980 shall receive five hundred (\$500) added to his/her July 1, 1988 base salary.

Section 6

Effective January 1, 1989, salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$19,000	\$31,590
Senior Probation Officer	\$22,000	\$41,370

Section 7

Effective January 1, 1989, each probation officer hired between January 1, 1987 and December 31, 1988 shall receive nine hundred dollars (\$900) added to his/her December 31, 1988 base salary.

Effective January 1, 1989, each probation officer hired between January 1, 1985 and December 31, 1986 shall receive one thousand dollars (\$1,000) added to his/her December 31, 1988 base salary.

Effective January 1, 1989, each probation officer hired between January 1, 1980 to December 31, 1984 shall receive eleven hundred dollars (\$1,100) added to his/her December 31, 1988 base salary.

Effective January 1, 1989, each probation officer hired prior to January 1, 1980 shall receive twelve hundred (\$1,200) added to his/her December 31, 1988 base salary.

Section 8

Effective July 1, 1989, salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$19,250	\$31,890
Senior Probation Officer	\$22,500	\$41,620

Section 9

Effective July 1, 1989, all probation officers hired during 1989 shall receive the new starting salary. Effective July 1, 1989, each probation officer hired between January 1, 1987 and December 31, 1988 shall receive a four hundred dollars (\$400) increase added to his/her June 30, 1989 base salary.

Effective July 1, 1989, each probation officer hired between January 1, 1985 and December 31, 1986 shall receive a five hundred dollar (\$500) increase added to his/her June 30, 1989 base salary.

Effective July 1, 1989, each probation officer hired between January 1, 1980 and December 31, 1984 shall receive a six hundred dollar (\$600) increase added to his/her June 30, 1989 base salary.

Effective July 1, 1989, each probation officer hired prior to January 1, 1980 shall receive a seven hundred dollar (\$700) increase added to his/her June 30, 1989 base salary.

ARTICLE IV - Automobiles

Probation officers who are required to use their private vehicles on probation department business shall be reimbursed at the prevailing county rate. Probation officers who use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer.

ARTICLE V - Educational Awards

Section 1

Effective July 1, 1988, a lump sum payment of seven hundred fifty dollars (\$750) shall be paid to each officer who has his or her Master's or Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judge.

Section 2

Effective July 1, 1989, a lump sum payment of eight hundred dollars (\$800) shall be paid to each officer who has his or her Master's or Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judge.

Section 3

The decision of the Chief Probation Officer and the Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE VI - Meal Allowance

Section 1

Effective the first day of the month following the signing of this Agreement, probation officers who are required to remain on duty through the supper hour (6:00 p.m.), shall receive a supper allowance of up to eight dollars (\$8.00).

Section 2

Those officers directed to work outside of Gloucester County shall be reimbursed up to the following amounts:

Breakfast	\$4.00
Lunch	\$6.00
Dinner	\$9.00

Officers may opt to waive these expenses in particular situations.

Section 3

Reimbursement shall be made after submission of a voucher and a receipt in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE VII - Damaged Clothing

A probation officer shall be entitled to reimbursement for clothing damaged in the course of duty.

ARTICLE VIII - Promotions

Section 1

Each probation officer receiving a promotion to a higher classification shall receive a salary adjustment of one thousand dollars (\$1,000) added to the officer's base pay, or an increase of 5%, whichever is greater.

Section 2

When the Chief Probation Officer and the Superior Court Judge decide that a promotion is required for proper administration and operation of the probation department notwithstanding the existence of other department conditions and circumstances, such promotion shall be made consistent with all applicable Civil Service Rules and Regulations.

ARTICLE IX - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....	New Year's Day
3rd Monday in January.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day
November 11th.....	Armistice or Veteran's Day
4th Thursday in November.....	Thanksgiving Day
December 25th.....	Christmas Day
Good Friday and General Election Day	

They shall also receive such other holidays as any other county employees when approved by the Judiciary.

Section 2

If any probation officer is required to work a legal holiday, or other day off approved by the Judiciary, the officer shall be granted an equivalent amount of time off.

ARTICLE X - Vacation

Section 1

Probation officers of the Gloucester County Probation Department shall receive the same vacation leave credits as are provided to Gloucester County judicial employees generally.

All full-time probation officers shall be credited vacation leave based on years of service as follows:

- | | |
|--|---|
| (a) During the first calendar year of employment | One (1) working day of vacation for each full month of service. |
| (b) During each succeeding year, through the calendar year, prior to the year in which the 5th service anniversary falls | Twelve (12) working days of vacation. |

- (c) During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>Anniversary Dates</u>	<u>Vacation Days</u>
Jan. 1 - Feb. 22	15
Feb. 23 - Apr. 15	14½
Apr. 16 - Jun. 6	14
Jun. 7 - Jul. 28	13½
Jul. 29 - Sep. 18	13
Sep. 19 - Nov. 9	12½
Nov. 10 - Dec. 31	12

- (d) During each succeeding year, through the calendar year, prior to the year in which the 12th service anniversary falls
- Fifteen (15) working days of vacation

- (e) During the year in which the 12th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>Anniversary Dates</u>	<u>Vacation Days</u>
Jan. 1 - Feb. 3	20
Feb. 4 - Mar. 8	19½
Mar. 9 - Apr. 10	19
Apr. 11 - May 13	18½
May 14 - Jun. 15	18
Jun. 16 - Jul. 18	17½
Jul. 19 - Aug. 20	17
Aug. 21 - Sept. 22	16½
Sept. 23 - Oct. 25	16
Oct. 26 - Nov. 27	15½
Nov. 28 - Dec. 31	15

- (f) During each succeeding year, through the calendar year, prior to the year in which the 20th service anniversary falls
- Twenty (20) working days of vacation

- (g) During the year in which the 20th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>Anniversary Dates</u>	<u>Vacation Days</u>
Jan. 1 - Feb. 3	25
Feb. 4 - Mar. 8	24½
Mar. 9 - Apr. 10	24
Apr. 11 - May 13	23½
May 14 - Jun. 15	23
Jun. 16 - Jul. 18	22½
Jul. 19 - Aug. 20	22
Aug. 21 - Sept. 22	21½
Sept. 23 - Oct. 25	21
Oct. 26 - Nov. 27	20½
Nov. 28 - Dec. 31	20

(h) Each succeeding year would receive, thereafter

Twenty-five (25) working days of vacation

Section 2

Upon approval of the Chief Probation Officer, probation officers may carry over the equivalent of up to, but not greater than, one (1) year of vacation days as set forth in Section 1 of this Article. Any vacation accrued and carried over from the preceding year must be used the following year.

If vacation is carried over, compensation for the use of such vacation shall be at the prior year's rate of pay unless the employer certifies that the employee was unable to use his/her vacation earned in the previous year due to pressure of probation business. Compensation for the use of vacation carried over due to pressure of probation business shall be at an officer's present rate of pay.

Upon the death of a probation officer, any earned vacation leave, not used, shall be calculated and paid to the estate.

A probation officer retiring, or otherwise separating, shall be entitled to pro rata allowance for the current year in which the separation, or retirement, becomes effective. Any vacation leave, which may have been carried over from the preceding calendar year, will be included.

ARTICLE XI - Sick Leave

Section 1

All probation officers shall be credited with sick leave as follows:

One (1) day per full month during the initial calendar year of his/her employment; and fifteen (15) days in every calendar year thereafter, to be earned at the rate of one and one-quarter (1¼) sick days for each full month of employment.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

Section 2

Probation officers shall be entitled to three (3) days leave (with pay) per incident for a death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, foster child, grandchild and relative of the employee residing in his/her household.

Such bereavement leave shall be deducted from annual sick leave.

Section 3

In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Judiciary will continue to provide special paid sick leave not to exceed one year in length, as provided by law. Probation officers shall not be required to use their regular sick leave in such cases.

ARTICLE XII - Administrative Leave

Probation officers shall be granted two (2) paid days for situations that cannot be disposed of outside of work time obligations. Such days will not be granted contiguous to holidays and vacations. In an unusually serious situation that necessarily prevents a forty-eight (48) hour prior application, this advance notice to the department head will be waived.

It is clearly understood that in order to provide sufficient levels of service, management reserves the right to deny the use of administrative leave if service levels will be interrupted, hindered, or obstructed.

ARTICLE XIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Gloucester County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a prescription drug and dental program, a countywide vision care plan and disability coverage to eligible employees under the State Temporary Disability Benefits Law. If during the term of this Agreement, the County grants to all employees an additional health and welfare benefit and the benefit was not made available during the negotiations of this Agreement, then such benefit shall be simultaneously awarded to probation officers. If during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits (i.e., family dental coverage) or provides any expanded coverage and such benefit was not available as a subject of negotiation for this Agreement, the Assignment Judge may grant such benefit to probation officers or may reopen this matter for further negotiation.

Probation officers shall be entitled to the same benefits upon retirement as those enjoyed by Gloucester County employees generally.

ARTICLE XIV - Liability Insurance

Section 1

The County of Gloucester acknowledges that it is primarily responsible for insurance liability coverage of probation officers during the course of their official duties. To that end, it agrees to provide the following types of insurance coverage.

Section 2

Automobile Liability - Those probation officers operating county vehicles will be covered by a county automobile liability policy which will offer them protection while in the course of their duties.

Section 3

The County of Gloucester will maintain a general liability policy of insurance which will cover probation officers for tortuous damage to others arising from negligence committed by the probation officer during the course of their official duties.

In addition, the County of Gloucester will hold harmless the probation officers from tortuous damage to others arising from acts committed by the probation officers during the course of their official duties. Nothing herein shall prohibit the County of Gloucester from entering into any contract of insurance to insure any probation officer's tortuous action. Where a policy of insurance is not in effect or the damages sought exceeds the policy limit, the County of Gloucester reserves the right to assign counsel on behalf of the probation officer affected. Likewise, no probation officer, without the consent of the County of Gloucester shall agree to pay any sum or sums or affect any other settlement of the dispute or claim arising out of the alleged tortuous action. In all such actions covered by the provision of this section the probation officer shall be required to extend his/her full cooperation to the County of Gloucester or the County's designee(s).

ARTICLE XV - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in the law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the officer's immediate supervisor within fifteen (15) days from the date upon which the grievant or the Association should reasonably have known that an alleged violation had occurred, or within fifteen (15) days of that date of the occurrence. The supervisor shall make an effort to resolve the problem within a reasonable period of time within three (3) working days if possible. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at Step 1, the grievance shall be submitted to the Chief Probation Officer within ten (10) days of the receipt of the response to Step 1 above. The Chief Probation Officer shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer he/she may request within ten (10) days of the receipt of the response to Step 2 above to utilize one of the following two (2) options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or
- (b) The officer may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and rendered with reasonable promptness. The Judge may designate any court employee other than the Chief Probation Officer, or a representative who is not an employee of the courts, to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4, and any other applicable statute or court rule, shall be limited to Step 3 (b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated to represent him/her pursuant to this Agreement.

ARTICLE XVI - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE XVII - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item(s) so severed.

ARTICLE XVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XIX - Duration of Agreement

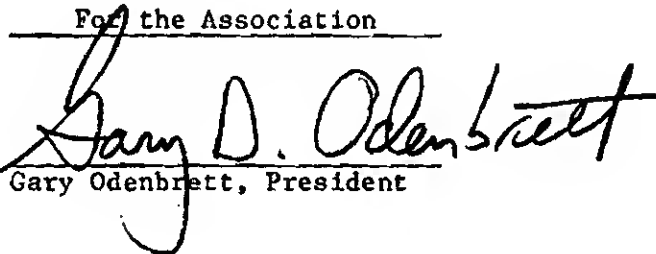
The provisions of this Agreement shall remain in full force and effect until December 31, 1989.

In witness whereof the parties to this Agreement have affixed their signatures the 14th day of June, 1988.

For the Judge


Samuel G. DeSimone, A.J.S.C.

For the Association


Gary Odenbrett, President

